



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

November 30, 2001

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES,
VOLUNTEER FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: MICHAEL BACU
STATE CONTRACT PROCUREMENT OFFICER
302-857-4522

SUBJECT: **AWARD NOTICE – ADDENDUM#11**
CONTRACT NO. GSS07069-JANITOR_SERV
JANITORIAL SERVICES - FACILITIES

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KEY CONTRACT INFORMATION

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

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2. CONTRACT PERIOD:

Each contractor's contract shall be valid for a one year period from December 1, 2007 through November 30, 2008. Each contract may be renewed for Four (4) one year extension periods through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

This contract has been extended for an additional one (1) year period and will now remain in effect until November 30, 2009 under the same terms and conditions.

This contract has been extended for an additional one (1) year period and will now remain in effect until November 30, 2010 under the same terms and conditions with adjusted pricing to include the two (2) previous holidays (President's Day and Columbus Day).

This contract has been extended for an additional one (1) year period and will now remain in effect until November 30, 2011 under the same terms and conditions.

This contract has been extended for an additional thirty (30) days and will now remain in effect until December 30, 2011 under the same terms and conditions.

This contract has been extended for an additional thirty (30) days and will now remain in effect until January 30, 2012 under the same terms and conditions.

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3. VENDOR

Mid Atlantic Services, A-Team Corporation – Certified M/WBE Vendor
P. O. Box 708
Seaford, DE 19973
Attn: Rosemary Everton
Phone: (302) 628-3403
FSF: 0000026188

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4. SHIPPING TERMS:

F.O.B. destination; freight prepaid.

5. PRICES:

Prices and/or rates shall remain firm for the term of the contract, unless further negotiations are deemed necessary by the State.

ADDITIONAL TERMS AND CONDITIONS

6. BILLING:

The contractor is required to "**Bill as Shipped**" to the respective ordering agency(s). The successful contractors are required to bill respective agencies.

7. PAYMENT:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

8. PRODUCT SUBSTITUTION:

All items or services delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by Government Support Services to do otherwise. Awarded vendors are highly encouraged to offer any like substitute product (s), either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In all cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

9. PRICE ADJUSTMENT:

If agreement is reached to extend this contract for the second, optional year, the Division of Government Support Services shall have the option of offering a determined price adjustment and shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

10. CONTRACT REQUIREMENTS:

This contract will be issued to cover the Janitorial Services - Facilities requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

11. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

12. HOLD HARMLESS:

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

13. NON-PERFORMANCE:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

14. FORCE MAJEURE:

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract

15. AGENCY'S RESPONSIBILITIES:

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this

form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible.
<http://gss.omb.delaware.gov/divisionwide/forms.shtml>.

16. **SPECIFICATIONS**

A complete list of specifications and requirements can be found in the original Request for Proposal solicitation.

MONTHLY RATES

LOCATION	DAYS PER WEEK	MONTHLY COST
1. James Williams Service Center Rt. 113, Dover *Cleaning to be done between 5:00p.m. & 10:00p.m.; not before 7:00p.m. on Wednesdays. EXCEPT DAY PORTER HOURS	5	\$4,722.22
2. Dover Inspection Lane Rt. 113, Dover Includes Bldg. 4 & 5	3	\$426.80
3. Maintenance Facility Rt. 113, Dover	3	\$672.14
4. Agriculture Building & new Lab Rt. 13, South Near Camden-Wyoming	5	\$3,042.84
5. State Police Garage Rt. 13, N. DuPont Hwy. Dover	3	\$673.06
6. State Police ISS Building Headquarters, Rt. 13 Dover	3	\$708.77
7. State Police Troop #3 Woodside	6 + Holidays M-T-W-TH-F-SUN	\$1,408.23
8. State Communications Near Troop #3 Woodside	3	\$674.36
9. State Police Crime Lab Headquarters Rt. 13 Dover	5	\$437.36
10. Public Safety Building Rt. 113 Dover (Cleaning to be done between 5:00 p.m. & 10:00 p.m., not before 7:00 p.m. Wednesdays)	5	\$3,702.12

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11. Kirk Building 15 The Green, Dover	3	\$606.65
12. J.P. Court #7 – 16 Bank Lane Dover	6 + Holidays M-T-W-TH-F-SUN	\$1408.23
LOCATION	DAYS PER WEEK	MONTHLY COST
13. Kent County Family Court River Road, Dover	5	\$2,925.70
14. William Penn Building - DTI 801 Silver Lake Blvd. Dover	5	\$3,771.31
15. Short Building 56 The Green, Dover	3	\$608.31
16. W.A.R. Building 60 The Plaza, Dover	3	355.34
17. Sykes Building 45 The Green, Dover	5	\$889.02
18. Supreme Court Building 55 The Green, Dover	5	\$1,118.94
19. Rose Cottage 102 S. State Street, Dover	3	\$674.36
20. Pre-School Youth & Diagnostic Center 449 N. DuPont Highway Dover	3 T-W-TH	\$674.22
21. Murphy House State Street, Dover	2 T&F	\$503.32
22. J.P. Court # 8 Smyrna	2	\$505.56
23. State Police Community Relation Building	3	\$673.74
24. Capitol Police	3	\$438.15
25. DEMA 165 Brick Store Landing Road Smyrna	5 M-F No Holidays	\$3,042.84
26. Massey Station	5	\$1,119.61

516 Lockerman Street Dover		
27. Fire Marshall – Kent County	5	\$739.42
28. Fire School – Kent County	5	\$2,747.33
29. TMC	5	\$2,220.09
LOCATION	DAYS PER WEEK	MONTHLY COST
30. Department of Justice Building 102 W. Water Street Suite 3 Dover	5	\$1397.33
31. Department of Justice Building 114 E. Market Street Georgetown	5	\$1432.00
32. State Police Maintenance Garage Camden, DE	1	\$91.00
32. Delaware State Police Starlifter Complex Kent County Aero Park 34 Starlifter Blvd Dover, DE 19901	2	\$1430.00
33. Administration of Courts Eden Hill Farms Dover	3	\$224.34

CONTRACT SPECIFICATIONS
Eden Hill

Daily (3 times per week):

1. Clean all restrooms.
2. Restock all paper and soap in restrooms.
3. Sweep and mop all floors.
4. Vacuum all carpeted areas.
5. Empty (replace liner as needed) trash.
6. Clean all interior glass, i.e. entrance glass, office partitioned windows, etc.
7. Dust all furnishings, cabinets, tables, and desk tops.
8. Clean kitchen areas, table, counter tops, sink (upon absence of dishes).